Presenter/Department: J. Freeman/Karla Owens/Mark Barnebey
Title: Purchase of 706 13th Street West

Background Discussion:
This property was surplused by the Commission in 2016. An invitation to negotiate was advertised in October of 2018. One response was received and on 11/26/2018 and the Commission approved a motion to authorize staff to enter into discussion with Daniel and Leah Snyder for the sale of surplus property located at 706 13th Street. Staff is bringing back a contract for the sale of this parcel (contract attached). The Snyder’s have agreed to purchase this parcel for $10,000 and the parcel will be used for parking related to the adjacent parcel that they own to the west of this parcel. A map is attached for your review. Based on discussion with the Planning Department, they have submitted a proposed plan for parking improvements on this parcel. The City Attorney has indicated there will be a deed restriction on this parcel that states the parcel must be used for parking.

Budgeted Amount: NA   Available Amount: NA   Expenditure Amount: NA

Is this expensed from Operating Budget? No   Is this part of the CIP: No
☐ Capital Expense   ☒ Non Capital Expense

Cost and Funds Source Account Number and Name:

City Attorney Review: Y/N

Direction Requested/Potential Motion:
Motion to approve and authorize the Mayor to execute the purchase contract and deed for 706 13th Street West in the amount of $10,000 subject to final attorney review including deed restrictions designating the parcel being purchased must be used for parking.

Staff Contact: Jim Freeman, Karla Owens, Mark Barnebey
Attachments: Purchase Contract, Map, Parking Site Plan
Vacant Land Contract

1. Sale and Purchase: City of Palmetto
   and Daniel Snyder and Leah Snyder, husband and wife
   (the "parties") agree to sell and buy on the terms and conditions described as:
   Address: 706 13th Street West, Palmetto, Florida 34221
   Legal Description:
   Lot 5, Wilson Addition, located in Section 14, Township 34 South, Range 17 East, Manatee County, Florida.
   SEC 14 /TWP /34 /RNG 17_of Manatee County, Florida. Real Property ID No.: 2630200000
   including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) $10,000.00
   All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
   Escrow Agent’s Name: BiaLock Walters, P.A.
   Escrow Agent’s Contact Person: Stephen Perry
   Escrow Agent’s Address: 802 11th Street West, Bradenton, Florida 34205
   Escrow Agent’s Phone: 941-748-0100
   Escrow Agent’s Email: sperry@biaLockwalters.com
   (a) Initial deposit ($0 if left blank) (Check if applicable)
      □ accompanies offer
      □ will be delivered to Escrow Agent within _____ days (3 days if left blank)
      after Effective Date
      $1,000.00
   (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
      □ within _____ days (10 days if left blank) after Effective Date
      □ within _____ days (3 days if left blank) after expiration of Feasibility Study Period
      $________
   (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)
      $________
   (d) Other: ____________________________
      $________
   (e) Balance to close (not including Buyer’s closing costs, prepaid items, and prorations)
      to be paid at closing by wire transfer or other Collected funds
      $9,000.00
   (f) □ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
      unit used to determine the purchase price is □ lot □ acre □ square foot □ other (specify):
      prorating areas of less than a full unit. The purchase price will be $________ per unit based on a
      calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
      accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
      calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
   delivered to all parties on or before ______________, this offer will be withdrawn and Buyer’s deposit, if
   any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
   delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
   has signed or initialed this offer or the final counter offer.

4. Closing Date: This transaction will close on ______________ ("Closing Date"), unless specifically
   extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
   but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
   Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
   day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
   insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
   this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
   other items.
5. Financing: (Check as applicable)
   (a) □ Buyer will pay cash for the Property with no financing contingency.
   (b) □ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
         specified below ("Financing") within ______ days after Effective Date (Closing Date or 30 days after Effective
         Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within ______
         days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
         and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
         Financing within the Financing Period, either party may terminate this contract and Buyer’s deposit(s) will be
         returned.

60. (1) □ New Financing: Buyer will secure a commitment for new third party financing for $__________
       or ______% of the purchase price at (Check one) □ a fixed rate not exceeding ______% □ an
61. ______% adjustable interest rate not exceeding ______% at origination (a fixed rate at the prevailing interest rate
       based on Buyer’s creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
62. informed of the loan application status and progress and authorizes the lender or mortgage broker to
63. disclose all such information to Seller and Broker.

64. (2) □ Seller Financing: Buyer will execute a □ first □ second purchase money note and mortgage to
65. Seller in the amount of $__________, bearing annual interest at ______% and payable as
66. follows:
67. The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
68. forms generally accepted in the county where the Property is located; will provide for a late payment fee
69. and acceleration at the mortgagee’s option if Buyer defaults; will give Buyer the right to prepay without
70. penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
71. conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
72. keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
73. to obtain credit, employment, and other necessary information to determine creditworthiness for the
74. financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
75. Seller will make the loan.

76. (3) □ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
77. ______
78. □ fixed □ other (describe) ______
79. in the approximate amount of $__________, currently payable at
80. $__________ per month, including principal, interest, □ taxes and insurance, and having a
81. ______% interest rate of ______% which □ will □ will not escalate upon assumption. Any variance in the
82. mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
83. purchase Seller’s escrow account dollar for dollar. If the interest rate upon transfer exceeds ______% or
84. the assumption/transfer fee exceeds $__________, either party may elect to pay the excess,
85. failing which this contract will terminate; and Buyer’s deposit(s) will be returned. If the lender disapproves
86. Buyer, this contract will terminate; and Buyer’s deposit(s) will be returned.

6. Assignability: (Check one) Buyer □ may assign and thereby be released from any further liability under this
90. contract, □ may assign but not be released from liability under this contract, or □ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by □ statutory warranty
91. deed □ special warranty deed □ other (specify) ______, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing, covenants,
92. restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
93. other matters to which title will be subject)
94. provided there exists at closing no violation of the foregoing.

95. (a) Title Evidence: The party who pays for the owner’s title insurance policy will select the closing agent and
96. pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at
97. □ Buyer’s □ Seller’s □ Buyer’s expense and (Check one) □ at least ______ days before Closing Date, or
98. Seller will deliver to Buyer, at ______
99. (Check one) □ within ______ days after Effective Date □ at least ______ days before Closing Date,
100. □ Buyer will deliver a copy to Buyer within 15 days after Effective Date.
(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
existing firm. However, if such an abstract is not available to Seller, then a prior owner’s title policy
acceptable to the proposed insurer as a base for reissue of coverage may be used. The prior policy
will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
effective date and certified to Buyer or Buyer’s closing agent together with copies of all documents
recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
Seller cures the defects within _____ days (30 days if left blank) (“Cure Period”) after receipt of the notice. If
the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
receipt of notice of Seller’s inability to cure the defects to elect whether to terminate this contract or accept
the title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at Buyer’s expense, have the Property surveyed and must deliver written notice to
Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
encroachments on the Property, encroachments by the Property’s improvements on other lands, or deed
restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
title defect and Seller’s and Buyer’s obligations will be determined in accordance with Paragraph 7(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

8. Property Condition: Seller will deliver the Property to Buyer at closing in its present “as is” condition, with
conditions resulting from Buyer’s Inspections and casualty damage, if any, excepted. Seller will not engage in or
permit any activity that would materially alter the Property’s condition without the Buyer’s prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ Feasibility Study: Buyer will, at Buyer’s expense and within _____ days (30 days if left blank)
("Feasibility Study Period") after Effective Date and in Buyer’s sole and absolute discretion, determine
whether the Property is suitable for Buyer’s intended use. During the Feasibility Study Period, Buyer
may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
investigations ("Inspections") that Buyer deems necessary to determine Buyer’s satisfaction the
Property’s engineering, architectural, and environmental properties; zoning and zoning restrictions;
subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
consistency with local, state, and regional growth management plans; availability of permits, government
approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
rezned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
including attorneys’ fees, expenses, and liability incurred in application for rezoning or related
proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
being filed against the Property without Seller’s prior written consent. If this transaction does not close,
Buyer will, at Buyer’s expense, (i) repair all damages to the Property resulting from the Inspections and
return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer’s
determination of whether or not the Property is acceptable. Buyer’s failure to comply with this notice
requirement will constitute acceptance of the Property as suitable for Buyer’s intended use in its “as is”
condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
Seller, this contract will be deemed terminated, and Buyer’s deposit(s) will be returned.

(2) ☒ No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer’s purposes, including
being satisfied that either public sewerage and water are available to the Property or the Property will be
approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer (___) (___) and Seller (___) (___) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

© Florida Realtors®
Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898
...and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

189 Taxes on deed
190 Recording fees for documents needed to cure title
191 Title evidence (if applicable under Paragraph 7)
192 Other:

(b) Buyer Costs:

194 Taxes and recording fees on notes and mortgages
195 Recording fees on the deed and financing statements
196 Loan expenses
197 Title evidence (if applicable under Paragraph 7)
198 Lender's title policy at the simultaneous issue rate
199 Inspections
200 Survey
201 Insurance
202 Other:

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to facilitate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist.** Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

16. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

17. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
21. Additional Terms:

Buyer agrees to use the Property only for overflow parking related to their existing business located at 710 13th Street West, Palmetto, Florida 34221. Any future improvements to the Property must be approved by the city of Palmetto.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer’s offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer’s offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: ________________________________ Date: ________________
Print name: Daniel Snyder

Buyer: ________________________________ Date: ________________
Print name: Leah Snyder

Buyer’s address for purpose of notice:
Address: ________________________________
Phone: 941-758-5978 Fax: ________________ Email: danielgsnyder@earthlink.net

Seller: ________________________________ Date: ________________
Print name: City of Palmetto

Seller: ________________________________ Date: ________________
Print name: ________________________________

Seller’s address for purpose of notice:
Address: 516 8th Avenue West, Palmetto, Florida 34221
Phone: ________________________________ Fax: ________________ Email: ________________________________

Effective Date: ______________________ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.
706 13th Street West